

<p>Attorney or Party Name, Address, Telephone & FAX Numbers, State Bar Number & Email Address</p> <p>Law Offices of Raymond Perez, Esquire SBN:116087 5161 Pomona Blvd. Suite 208 Los Angeles, Ca 90022 (323) 685-8060 Rperezlaw.ela@gmail.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for Movant</p>	<p>FOR COURT USE ONLY</p> <div data-bbox="1047 262 1432 535"><p>FILED & ENTERED</p><p>OCT 26 2022</p><p>CLERK U.S. BANKRUPTCY COURT Central District of California BY kaaumoan DEPUTY CLERK</p></div> <p>CHANGES MADE BY COURT</p>
<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – <u>Los Angeles</u> DIVISION</p>	
<p>In re:</p> <p>Rosita Bello</p> <p>Debtor(s).</p>	<p>CASE NUMBER: 22-bk-14943-WB CHAPTER: 13</p> <p>ORDER <input checked="" type="checkbox"/> GRANTING <input type="checkbox"/> DENYING MOTION FOR ORDER IMPOSING A STAY OR CONTINUING THE AUTOMATIC STAY</p> <p><input type="checkbox"/> No hearing held <input type="checkbox"/> Hearing held DATE: 10/4/2022 TIME: 10:00 a.m. COURTROOM: 1375 ADDRESS: 255 E. Temple St. Los Angeles, Ca 90012</p>
<p>Movant (name): Debtor Rosita Bello</p>	

1. The Motion was: ☐ Opposed ☒ Unopposed ☐ Settled by stipulation

2. The Motion affects the following property (Property):

☐ Vehicle (describe year, manufacturer, type and model):

Vehicle identification number:

Location of vehicle (if known):

"Bankruptcy Code" and "11 U.S.C." refer to the United States Bankruptcy Code, Title 11 of the United States Code.
"FRBP" refers to the Federal Rules of Bankruptcy Procedure. "LBR" and "LBRs" refer to the Local Bankruptcy Rule(s) of this court.

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

☐ Equipment (*describe manufacturer, type, and characteristics*):

Serial numbers(s):

Location (if known):

☐ Other personal property (*describe type, identifying information, and location*):

☒ Real property:

Street Address: 6128 -6134 Gallant Street

Unit Number:

City, State, Zip Code: Bell Gardens, CA 90201

Legal description or document recording number (*including county of recording*):

☐ See attached page.

3. The Motion is granted on the grounds that:

- a. ☒ This case was filed in good faith.
- b. ☒ The Property is of consequential value or benefit to the estate.
- c. ☐ The presumption of bad faith under 11 U.S.C. § 362(c)(3)(C)(i) or (c)(4)(D)(i) has been overcome as to all creditors.
- d. ☒ The presumption of bad faith as to the Secured Creditor/Lessor under 11 U.S.C. § 362(c)(3)(C)(ii) or (c)(4)(D)(ii) has been overcome.

4. The stay of 11 U.S.C. § 362(a) is

- a. ☐ Imposed as to all creditors until further order of the court.
- b. ~~☒ Imposed as to the Secured Creditor/Lessor with respect to actions to collect the debt owed to the Secured Creditor/Lessor until further order of the court.~~
- c. ~~☒ Imposed as to the Secured Creditor/Lessor with respect to the Property until further order of the court.~~
- d. ☐ Continued as to all creditors until further order of the court.
- e. ☐ Continued in effect as to the Secured Creditor/Lessor with respect to actions to collect the debt owed to the Secured Creditor/Lessor until further order of the court.
- f. ☒ Continued in effect as to the Secured Creditor/Lessor with respect to the Property until further order of the court.

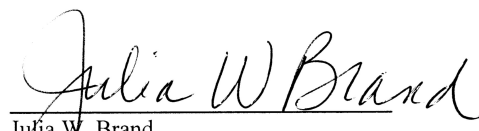
5. ☐ The stay is imposed or continued in effect subject to the terms and conditions set forth in the Adequate Protection Attachment to this order.

6. ☐ See attached continuation page for additional provisions.

7. ☐ The Motion is denied: ☐ without prejudice ☐ with prejudice ☐ on the following grounds:
- a. ☐ Based upon the findings of fact and conclusions of law made on the record at the hearing
 - b. ☐ Unexcused non-appearance by Movant
 - c. ☐ Lack of proper service
 - d. ☐ Lack of good cause shown
 - e. ☐ Other (*specify*):

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Date: October 26, 2022



Julia W. Brand
United States Bankruptcy Judge

ADEQUATE PROTECTION ATTACHMENT

The automatic stay in this case is or remains in effect subject to the following terms and conditions:

1. ☐ The tendered payments at the hearing in the amount of \$_____.
2. ☐ The Movant must make regular monthly payments in the amount of \$_____ commencing _____ . All payments due Secured Creditor/Lessor hereunder must be paid to the following address:

3. ☐ The Movant must cure the postpetition default computed through _____ in the sum of \$_____ as follows:
 - a. ☐ In equal monthly installments of \$_____ each commencing _____ and continuing thereafter through and including _____,
 - b. ☐ By paying the sum of \$_____ on or before _____,
 - c. ☐ By paying the sum of \$_____ on or before _____,
 - d. ☐ By paying the sum of \$_____ on or before _____,
 - e. ☐ Other: _____
4. ☐ The Movant must maintain insurance coverage on the property and must remain current on all taxes that fall due postpetition with regard to the property.
5. ☐ Upon any default in the foregoing terms and conditions, Secured Creditor/Lessor must serve written notice of default to Movant, and any attorney for Movant. If Movant fails to cure the default within 14 days after mailing of such written notice:
 - a. ☐ The stay will automatically terminate without further notice, hearing or order.
 - b. ☐ Secured Creditor/Lessor may file and serve a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the court may grant without further notice or hearing.
 - c. ☐ The Secured Creditor/Lessor may move for relief from the stay upon shortened notice in accordance with the LBRs.
 - d. ☐ The Secured Creditor/Lessor may move for relief from the stay on regular notice.
6. ☐ Notwithstanding anything contained herein to the contrary, the Movant is entitled to a maximum of (number) _____ notices of default and opportunities to cure pursuant to the preceding paragraph. Once a Movant has defaulted this number of times on the obligations imposed by this Order and has been served with this number of notices of default, Secured Creditor/Lessor is relieved of any obligation to serve additional notices of default and provide additional opportunities to cure. If an event of default occurs thereafter, Secured Creditor/Lessor is entitled, without first serving a notice of default and providing the Movant with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Movant's failures to perform hereunder, together with a proposed order terminating the stay, which the court may enter without further notice or hearing.

7. ☐ The foregoing terms and conditions are binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Property by court order or by operation of law, the foregoing terms and conditions cease to be binding and Secured Creditor/Lessor may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor.
8. ☐ If Secured Creditor/Lessor obtains relief from stay based on Debtor's defaults hereunder, the order granting that relief may contain a waiver of the 14-day stay created by FRBP 4001(a)(3).
9. ☐ Secured Creditor/Lessor may accept any and all payments made pursuant to this order without prejudice to or waiver of any rights or remedies to which it would otherwise have been entitled under applicable non-bankruptcy law.
10. ☐ Other (*specify*):